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and Reorganized Debtors*

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

**In re:**

**PG&E CORPORATION,**

**- and -**

**PACIFIC GAS AND ELECTRIC  
COMPANY,**

**Debtors.**

- ☐ Affects PG&E Corporation  
☒ Affects Pacific Gas and Electric  
Company  
☐ Affects both Debtors

*\* All papers shall be filed in the Lead  
Case, No. 19-30088 (DM).*

Bankruptcy Case  
No. 19-30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**SECOND SCHEDULING STIPULATION  
WITH RESPECT TO THE CITY OF SANTA  
CLARA DBA SILICON VALLEY POWER'S  
MOTION TO COMPEL ASSUMPTION OR  
REJECTION OF EXECUTORY CONTRACT  
CONCERNING THE GRIZZLY  
DEVELOPMENT AND MOKELUMNE  
SETTLEMENT AGREEMENT**

**Related Docket No.: 10998, 11153**

1           **WHEREAS**, on January 29, 2019, PG&E Corporation (“**PG&E Corp.**”) and Pacific Gas and  
2 Electric Company (the “**Utility**” and, together with PG&E Cop., the “**Debtors**” or “**Reorganized**  
3 **Debtors**”, as applicable), commenced with the Court voluntary cases under chapter 11 of title 11 of  
4 the United States Code (the “**Bankruptcy Code**”). The *Debtors’ and Shareholder Proponents’ Joint*  
5 *Chapter 11 Plan of Reorganization dated June 19, 2020* [Docket No. 8048] (the “**Plan**”) was  
6 confirmed by Order of the Court dated June 20, 2020 [Docket No. 8053] (the “**Confirmation Order**”).  
7 The Plan became effective on July 1, 2020.

8           **WHEREAS**, on July 30, 2021, the City of Santa Clara dba Silicon Valley Power (“**Santa**  
9 **Clara**”, and together with the Reorganized Debtors, the “**Parties**”) filed the *City of Santa Clara DBA*  
10 *Silicon Valley Power’s Motion to Compel Assumption or Rejection of Executory Contract Concerning*  
11 *the Grizzly Development and Mokelumne Settlement Agreement* [Docket No. 10998] (the “**Motion**”)  
12 which noticed a response deadline of August 31, 2021, and a hearing date of September 14, 2021 (the  
13 “**Hearing Date**”).

14           **WHEREAS**, on August 24, 2021, the Parties filed the *Scheduling Stipulation with Respect to*  
15 *the City Of Santa Clara DBA Silicon Valley Power’s Motion to Compel Assumption or Rejection of*  
16 *Executory Contract Concerning the Grizzly Development and Mokelumne Settlement Agreement*  
17 [Docket No. 11144] (the “**First Scheduling Stipulation**”), pursuant to which the Parties agreed to an  
18 adjournment of the Hearing Date and a briefing schedule with respect to the Motion. The First  
19 Scheduling Stipulation was approved by order of the Court, dated August 25, 2021 [Docket No.  
20 11153].

21           **WHEREAS**, the Parties have conferred and agreed to a further revised briefing schedule for  
22 the Motion.

23           **NOW, THEREFORE, UPON THE FOREGOING RECITALS, THROUGH THE**  
24 **UNDERSIGNED, THE PARTIES JOINTLY REQUEST THE BANKRUPTCY COURT TO**  
**ORDER, THAT:**

25           1.       The Hearing Date shall be continued to November 23, 2021, at 11:00 am (Prevailing  
26 Pacific Time). The October 19, 2021 hearing on the Motion is taken off the Court’s calendar.

27           2.       Reorganized Debtors’ response to the Motion must be filed with the Court by  
28 November 2, 2021.

- 1           3.       Any reply by Santa Clara must be filed with the Court by November 16, 2021.
- 2           4.       Nothing herein prevents the Parties from agreeing to a further adjustment of the
- 3 above schedule, subject to Court approval.
- 4           5.       This Second Scheduling Stipulation shall constitute the entire agreement and
- 5 understanding of the Parties relating to the subject matter hereof.
- 6           6.       This Second Scheduling Stipulation may be executed in counterparts, each of which
- 7 shall be deemed an original but all of which together shall constitute one and the same agreement.
- 8           7.       The Bankruptcy Court shall retain jurisdiction to resolve any disputes or
- 9 controversies arising from this Second Scheduling Stipulation.

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Dated: September 27, 2021	Dated: September 27, 2021
WEIL, GOTSHAL & MANGES LLP KELLER BENVENUTTI KIM LLP	BOUTIN JONES, INC.
<u>/s/ Richard W. Slack</u> Richard W. Slack	<u>/s/ Robert D. Swanson</u> Robert D. Swanson
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